

2019 AUG 28 A 10:11

U.S. DISTRICT COURT
N.D. OF ALABAMA

The Board of Trustees of
The University of Alabama,
Defendant.

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) Case No: 7:18-CV-00425-RDP
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Page 1 of 12

illustrate the problem, and the solution based on the U.S. Constitution, and the Governmental rules and procedures will be quite obvious.

I. ADMISSION OF SCIENTISTS TO THE UNITED STATES³

Many universities in the United States admit high-rank scientists⁴ from around the world. They usually invite top students who already graduated from graduate school with a Master degree, and offer them enticing packages including: a decent salary, insurance, full tuition, fund to attend conferences, etc.

In the case of Plaintiff Ali Amiri⁵, he sent a resume to the University of Alabama to inquire the possibility of doing experimental research on his ideas and theories at the MINT Center. The University of Alabama gave him an offer⁶ to encourage him to apply to this University.⁷ The monetary value of the offer was over \$42,000 for the first year.⁸

After receiving the offer, Plaintiff paid the application fee, and officially applied, and he got the I-20s in about a week. Plaintiff did not need to show any financial statement to the U.S.

³ The rules and regulations about the admission of international scientists have been changing over time. In January 2003, SEVIS regulations became effective. See 67 Fed. Reg. 76,256 (Dec.11, 2002). IIRAIRA§641 requires the DHS to collect fees from foreign students and exchange visitors to fund SEVIS. See 8.U.S.C. §1372. In 2008, DHS made some changes for schools. See 73 Fed. Reg. 55,683 (Sept. 26,2008).

⁴ In this document, the term “scientist”, “scholar” and “student” have been used interchangeably. This is to emphasize that the people discussed here are not “student”, per say, just to learn. But rather they are well-established scientists who already have attended two Universities; one for their Bachelor degree (4 years), the other for their Master degree (3 years). These scholars are already in the cutting edge of their discipline, and well-equipped to explore new frontiers. Ph.D is mostly a research based degree and these people are about to discover new realms of science and technology. This is the main reason they get full financial support.

⁵ Plaintiff narrates his case as an example. Indeed, many other international scientists experience similar situations.

⁶ Exhibit A, page 2.

⁷ In ordinary procedure, the student must apply (provide all documents and pay the application fee), in order to be considered.

⁸ Exhibit A, page 2.

embassy, all expenses for him and his family were provided.⁹ And after adequate progress in research¹⁰, he would get a Ph.D as well.

II. PROCEDURE OF BEING ADMITTED TO THE UNITED STATES

Once the scholar accepts the admission offer of the university, the legal procedure of admission to the U.S. starts as follows:

1. Issuing a SEVIS number and producing I-20s for the student and his dependents.¹¹
2. Completion of the Department of State form and questionnaire. (DS-157).
3. In-person interview with a qualified officer in the U.S. Embassy. The consular officer has separate interviews with the scholar and each of his dependents. The officer can ask any question, and has the authority to approve or reject any of the applicants.
4. FBI Clearance.¹² After the scholar and his family are approved in the embassy interview, another procedure will start, which is called FBI Clearance. This procedure can take from a few months up to more than a year. FBI goes through all documents and records and decides whether applicant can pose any kind of threat or danger to the U.S. or not? Passing FBI Clearance means the applicant has a very clean history.
5. If the applicant can pass the FBI Clearance, then he needs to schedule another visit to the U.S. embassy and his visa will be issued.

⁹ Plaintiff entered the U.S. through Atlanta airport, and took Amtrack train to Tuscaloosa, Alabama. Upon arrival, the Chair of the Department of Physics, (at that time), Dr. White Wray came to the train station to welcome the Plaintiff and his family. And he took them to a hotel, which was reserved by the Department of Physics for 3 days.

¹⁰ This was achieved by 2015.

¹¹ Dependents (spouse and children) have their own I-20. But, they never come to the University. This, by itself, shows that *I-20 is not an employment contract; instead it is a document for legal residence*. Dependents are not working for the University, but their residence in the U.S. is legal. This clearly shows that the employment and legal residence are two different matters. Employment is being done by the Memorandum of Appointment (MOA) and it is between the University and the Student. Legal Residence is being confirmed by I-20 and it is between the U.S. Government and the residents (either the student, or the dependent).

¹² All Iranian scholars must have FBI Clearance. And they usually get *Single Entry Visa*. (See Exhibit B, page 2). This means that as long as scholar does not exit the U.S., the Visa does not expire. There is a 3 month period in which applicant must enter the United States. Then he can stay for the *Duration of Status*. (*Id.*).

III. TERMINATION OF SEVIS

In the current system the University can terminate the SEVIS of a student, without any input, signature, or agreement from student. Immediately after SEVIS termination, a clock starts for departure. Student has a few weeks to leave the United States, after this grace period, student can be detained, jailed and deported by ICE.

In the admission to the U.S., the main decision makers are (1) Department of State, (2) Embassy interview by a well-trained and qualified consular officer, (3) FBI Clearance. And they do their evaluations, and make their decisions in three consecutive steps. But, in the termination procedure, there is only one step: SEVIS termination by a university staff. No input from the Government! No input from the student!

How a student can be treated like a criminal without proper knowledge about SEVIS termination. What is the meaning of the grace period for departure, when the student does not know: when it is started, and when it is ended?

After a dismissal, the university can keep the SEVIS untouched for many months, or even a year or so. University should continuously inform the SEVIS for any changes through an online system.¹³ These changes can be a change of address, details of progress in the program, dismissal, graduation, or anything else. But, the university does not terminate the SEVIS after graduation (or dismissal), until the student is ready for the change of status. This can be done by transferring to another university, going to another department in the same school, finding a job, starting a business, etc.¹⁴

¹³ 8 CFR 214.3

¹⁴ *Id.*

First Example:

Here to illustrate the procedures, I will narrate a true case. Mr. O.Y. was a Chinese student. He was admitted to the Department of Physics at the University of Alabama in August 2009. After 5 years, he was dismissed in 2014. He became desperate, but he could not fight his case against the University. In this situation, the University of Alabama accepted to let him stay at post-dismissal status, until he can find a solution, and change his status. His SEVIS was not terminated. Mr. O.Y. worked with a Chinese professor at another Department for free, for about one year. During this time, he was borrowing money from his family in China to pay his daily expenses. The next year, the Chinese professor admitted him for the Ph.D program at the department of Electrical Engineering of the University of Alabama. By then, he was in post-dismissal status for more than a year, until he became a student, again, at 2015.

Every year there are at least tens of Ph.D students with similar situations. Their dismissal is reported to the SEVIS system, but their SEVIS account is not closed. They stay at post-dismissal for many months, until they can find another position and change their status.

Second Example:

I will narrate the case of Plaintiff as another example to illustrate the fraud and document abuse¹⁵ that the University of Alabama has committed. There are a number of other international scientists, who are the victims of similar fraud by the University of Alabama.

Plaintiff Ali Amiri discovered a new computer technology that can be used to cure diabetes.¹⁶ The financial aspect of this discovery is huge.¹⁷ Following an ownership dispute, the

¹⁵ 8 U.S.C. §1324b.

¹⁶ More information is available in Plaintiff's company website at: www.pzram.com The Company is legally registered in the State of Alabama in the year 2018. It's registered name is: "PzRAM Technologies, LLC".

¹⁷ There are more than 400 million diabetic patients in the world. And the financial revenue is over one trillion dollars annually. More than 2 million people die from diabetes, every year. In United States 30 million people are diagnosed, and the financial revenue is over 300 billion dollars.

University of Alabama issued a no-trespass warning to the Plaintiff and stole all of the prototypes and notebooks of the Plaintiff.¹⁸

The University never removed the no-trespass warning. Also, they refused to dismiss the Plaintiff and release the necessary paperwork. Consequently, the Plaintiff could not transfer to another university, or find another position and change his status.¹⁹

In the same time, the University terminated the SEVIS account of the Plaintiff. While in the University registrar, they kept the Plaintiff in student status for more than 6 months after SEVIS termination.²⁰ Plaintiff filed this lawsuit, and after briefing of the summary judgment, the University contacted the ICE and requested the removal of the Plaintiff.²¹

The University has committed fraud, and document abuse²², as well as some other unlawful actions. The University not only discriminated between Plaintiff and other students, but also discriminated based on nationality. The University could not use the Visa as leverage in their dispute with an American student, but they created substantial Visa problems by manipulating the SEVIS system, which is against the SEVIS rules and procedures.

IV. SOLUTION

Considering all above mentioned, Plaintiff respectfully request: the Court should order that the universities must get a signature²³ of student in the SEVIS termination paperwork. This will assure that:

¹⁸ Doc. 52, & Doc. 53.

¹⁹ Susan Carvalho Deposition, last minutes of the deposition. & the last Exhibit of Susan Carvalho Deposition. (Plaintiff does not have access to cite the exact page of the transcript).

²⁰ *Id.*

²¹ Doc. 58.

²² 8 U.S.C. §1324b.

²³ Upon graduation (or dismissal), student signs a lot of paperwork for returning books to libraries, lab keys, loans, parking permits, etc.

A. Student is aware that he has a limited time to leave the United States, or he will be treated like criminals, and will be jailed and deported by ICE.

B. Student agrees that the termination of SEVIS account does not violate his constitutional rights, and it is not in violation of rules and procedures.

If the student refuses to sign the SEVIS termination form, he is entitled to have a hearing before a court. The Judge will decide whether the student's claim has a merit or not. If the Judge decides that the student's claims are valid, his SEVIS account will not be terminated during post-dismissal litigation.

The only consequence of this is that the student's status remains legal, as it should be, until the court decides whether the student to be reinstated or not. During post-dismissal litigation, student has to have a valid I-20. It should be noticed that updating I-20 does not have any liability or expense for the university.²⁴ At the end of litigation, the reinstatement can be done by updating the I-20 information, and issuing a Memorandum of Appointment (MOA), which is the employment contract.

The Court should consider that the universities are educational institutes, and they do not have enough qualifications to decide on the residence or removal of a "lawful resident" (student or his dependents). Especially that there is a conflict of interest; when there is a dispute between a student and the university, the staff members will protect the university's interest. So, their decisions are biased and unfair. Also, universities should not have Governmental authority over legality of a resident or his removal.

²⁴ The form I-20 is designed to have maximum information possible. The international students without funding have the same I-20, only the Graduate Assistantship is zero. (See Exhibit A, Page 3). For post-dismissal, there should be a note in the REMARK section, saying: "In the post-dismissal litigation" and the I-20 should be updated every 6 months or so, until the end of the litigation. (*Id.*).

V. FURTHER INFORMATION AND FACTS

A student who is admitted to the U.S. has three (legally) different period of time to have presence in the United States. These three time periods are as follows:

- A. Pre-registration time period.
- B. During attendance at the university.
- C. Post-graduation (or post-dismissal) time period.

During each of these three time periods, the student status and presence in the U.S. are legal. More details are provided as follows.

A. Pre-Registration Time Period.

The student has to enter the U.S. and rent an apartment and settle, prior to registration. This period is typically about a few months. And most of the students use it to travel through the United States, visit friends and family members, and make themselves acquainted with the city in which they will attend university, etc.

The Court should consider that during this time period, the student is not employed yet, he is not attending classes, and even he is not registered in the university yet. But still, he has legal right to be in the United States. Such a right is won, not primarily based on the university's offer, but rather through completion of DS-157, Embassy Interview, and FBI Clearance.

In the case of Plaintiff Ali Amiri, he could enter the U.S. since May 6, 2011.²⁵ And the University of Alabama started on August 16, 2011.²⁶ So, the pre-registration time period for Plaintiff was more than three months. During this time period, Plaintiff had a valid I-20, and he

²⁵ Exhibit B, page 2. See the Visa.

²⁶ Exhibit A, page 2.

could reside and travel in the United States, although he was not registered at the University of Alabama, yet.²⁷

B. During Attendance at the University.

In this time period, the invited scholars sign a memorandum of appointment (MOA).²⁸ This document is the employment contract.²⁹ Students sign one MOA for each semester.³⁰ The amount of salary depends on the source of the funding.³¹ In year 2015, National Science Foundation (NSF) decided to award the Plaintiff's research on VO₂ toward a memory device.³² This increased the annual funding of the Plaintiff from about \$42000³³, which was being paid by the resources of the University of Alabama, to about \$53000³⁴, which is being paid by Federal Government through National Science Foundation.

C. Post-Graduate (or Post-Dismissal) Time Period.

Once a student graduated, he needs to find a job and change his status. This is not an easy process; it is accompanied by delays and many unsuccessful attempts. But, none of these scholars are in danger of deportation. The University maintains their status until they can find a

²⁷ Plaintiff entered the U.S. on July 26, 2011, (Exhibit B, page 2. See the stamp on the manual I-94), which was 20 days prior to the start of school. 20 days was adequate time for Plaintiff to rent an apartment, buy some furniture, and get familiar to the environment. Plaintiff registered on August 16, 2011, and signed the employment contract on the same day.

²⁸ Exhibit A, page 4.

²⁹ See Doc. 48-12 in the LeClair Deposition and the corresponding part in the transcript. The Clerk of the Court should please look at the term "employment contract" in the LeClair Deposition Transcript. (Unfortunately, Plaintiff does not have access to previous documents of this lawsuit to cite more properly. Also, there is no access to internet or any other way to get these documents).

³⁰ *Id.*

³¹ Since August 2015, Plaintiff is being supported by National Science Foundation. The award is over half a million dollars. NSF is still paying the salary of the Plaintiff, and they paid the fund of July 2019. But, the University of Alabama is holding the fund unlawfully, which is fraud and misuse of the Federal Funds.

³² Doc.1, pages 14-17. & the information regarding NSF award is provided elsewhere in this lawsuit. (Plaintiff does not have access to the previous documents, to cite them more accurately).

³³ Exhibit A, page 2.

³⁴ Exhibit A, page 3.

job or position and change their status. Sometimes the graduated students stay for several years in the same university they got their Ph.D, sometimes they do jobs below their skills. But, nobody is in danger of being detained or deported. At worst, they settle for a position below their expectations.

Usually more than half of the students entered the Ph.D program at the Department of Physics at the University of Alabama are being dismissed. These students have more difficulty to find a position, as their last degree is a Master degree rather than a Ph.D degree.

The Court should consider that: Plaintiff had a job offer³⁵ in July 2017, and his Master degree³⁶ from the University of Alabama was adequate to get this job, which was at Birmingham-Southern College.³⁷ The University of Alabama gave a no-trespass warning to the Plaintiff on June 26, 2017, and did not answer the phone calls and emails. Not getting the proper paperwork from the University of Alabama, Plaintiff couldn't change his status and become a faculty member at Birmingham-Southern College.³⁸ Also, Plaintiff had several other options to change his status, only if his paperwork would be released from the University of Alabama.

Furthermore, Plaintiff is entitled to get his Ph.D, as he has accomplished all of the required credentials.³⁹ It was a group of wrongdoers at the University of Alabama, who tried to

³⁵ Doc. 48-10, page 14.

³⁶ Exhibit C.

³⁷ Doc. 48-10, page 14.

³⁸ As the Plaintiff legal status remained "student" at the University of Alabama. Plaintiff reported the situation to the Governmental authorities (FBI, Governor of State of Alabama, U.S. Congress, etc.). But, unfortunately, none of them paid adequate attention to stop this fraud at the University of Alabama. If Plaintiff was dismissed, his student status must be terminated at the University registrar, and he was entitled to get the proper paperwork, so he can go to another university and change his status.

³⁹ The scientific achievements of the Plaintiff are so high that based on the rules of the Graduate Catalog of the University of Alabama, **Plaintiff does not need to submit a dissertation**. Every year, a few Ph.D students can reach to such a threshold to be needless of a dissertation submission. The Plaintiff is far above that threshold of accomplishments. The students, who need to submit a dissertation, **would submit the dissertation after a successful dissertation defense**. Usually, they have a few months after dissertation defense to submit the dissertation. It should be based on the approved parts of their research. So the recommendations of the faculties in the dissertation defense

get the ownership of the memory device. They did not follow the rules and procedures, and the current lawsuit is to get justice on this matter.

As Plaintiff had legal status during his studies and research toward his Ph.D, he should maintain his legal status during litigation toward being reinstated. And the University's deceitful action in termination of his SEVIS account and affecting the Plaintiff's legal status in the U.S. is unlawful.⁴⁰ And their wrongs should be stopped by a court order.

CONCLUSION

Considering all the above, Plaintiff respectfully request that the Court should order that the universities must get a signature of the international students on a SEVIS termination form, before the university close the SEVIS account of the student in the SEVIS system.

If the student refuses to sign the SEVIS termination form, he is entitled to a Court hearing. The Judge will decide on the merit of the case, and the Judge will grant or deny the student's right for a post-dismissal litigation. If a post-dismissal litigation is granted, the student will maintain his legal status, during the post-dismissal litigation.

So, the universities either should have the student agreement (signature), or a court order to terminate the SEVIS account, which in turn will initiate the deportation procedures.

Respectfully Submitted,

Ali Amiri

Ali Amiri 8/26/2019

Address:⁴¹

1315 Riverside Drive, Apt. 5
Tuscaloosa, Alabama, 35401
(205)331-6903

must be considered in submission of the dissertation. Some students stay one more semester after their dissertation defense, just to submit their dissertation.

⁴⁰ University did not follow the SEVIS regulations, committed Document Abuse, fraud and Obstruction of Justice.

⁴¹ Currently, Plaintiff is detained by ICE. A temporary address of the detention is provided in the next page at "Statement Regarding ICE Detention".

Statement Regarding ICE Detention

Detention by the Department of Homeland Security has created numerous problems. Plaintiff informs the Court about 3 matters as follows:

I. ADDRESS

The current address* of detention is printed in the box. Please send the mails with "Delivery Signature Requested" option.

Ali Amiri A# 201142617 DHS/ICE 830 PINE HILL RD JENA, LA 71342
--

II. PHONE

The phone system of prison does not permit to call the Court at (205) 278-1700. Only calling a direct number (without prompts) is possible, and the receiver has to accept the call. I need to have a direct number of the Court to get updates about the case. There is no other way to get information.

III. COMPUTER ACCESS

The access to a computer is limited to 5 hours a week. Until today, I had only 11 hours of access to a computer. (which is ~ 4h/week). And I used all of it to type this document.

* DHS/ICE changes the address of prisoners without prior notice. They say it is for security reasons. Usually a prisoner gets a notice, 10-30 minutes before moving to another prison. In that case, I will let the Court know ASAP.

CERTIFICATE OF SERVICE

Hereby, Plaintiff certifies that a true copy of the foraging was served to the defendants, through mail, at the address listed below.

The University of Alabama
Office of counsel
222 Rose Administrative Bldg.
PO Box 870106
Tuscaloosa, AL 35487
205-348-5490

Ali Amiri

Ali Amiri 8/26/2019

Exhibit A

Offer from the University of Alabama	page 2
The I-20	page 3
Memorandum of Appointment (MOA)	page 4

Signature

DSO (F-1); ARO (J-1/J-2)

Typed or Printed Name

EIN # 63-6001138

Phone Number

Date

18 January 2011

Mr. Ali Amiri

Tehran, [REDACTED] Iran

ali_amiri@ureach.com

Dear Mr. Amiri,

On behalf of the Department of Physics and Astronomy at the University of Alabama, I am pleased to recommend your admission into our graduate program. We also offer you a teaching assistantship starting 16 August 2011, amounting to \$15,075 (\$1675/month for 9 months). In addition, your tuition, fees and personal health insurance will be provided. As a teaching assistant, you would normally teach introductory physics and/or astronomy labs and/or assist faculty with grading, which takes approximately 12-15 hours of time per week.

Our offer of a teaching assistantship depends upon your being officially admitted to the University by the Graduate School, which should be contacting after your application is complete.

Most graduate students are also supported during the summer months as teaching assistants, or research assistants working with faculty members. We can support you during summer 2012 at the rate of \$1675 per month (if you are in good academic standing and intend to continue your studies in 2011-12). This assumes you have passed the University English exam by May 2012 - see below). The total stipend for the 12 months beginning 16 August 2011 will be \$20,100. Including tuition and health insurance, the total award is over \$42,000.

All international students who are awarded a teaching assistantship must take an English language exam here at the University before the start of their first semester. They must also participate in a course for international teaching assistants that is offered during the semester. Teaching assistants must pass the English exam in order to teach laboratory courses. You must pass the exam in order to be assured of financial support after May 2012. If you pass the English language exam and remain in good academic standing, then you can expect to receive a teaching assistantship or research assistantship for the duration of your studies.

Congratulations on receiving this offer! The Department of Physics & Astronomy would appreciate your decision concerning the acceptance or rejection of this award as soon as you are able to give us a reply. In asking you for an early reply, we wish it understood that the department is not asking you to relinquish any privilege, if you feel it necessary to wait until 15 April 2011 to respond. However, your early response would greatly help us in planning for the coming year. The University of Alabama will consider the accompanying award valid until 15 April 2011 unless declined at a prior time. If your reply is not received by 15 April 2011, the department may withdraw the offer of financial award. Please contact me if you have any questions. I very much look forward to hearing from you.

Sincerely,

Raymond E. White
Chair & Professor
rwhite@ua.edu

Plaintiff
NOT
applied
yet

Department of Homeland Security
U.S. Immigration and Customs Enforcement

I-20, Certificate of Eligibility for Nonimmigrant Student Status
OMB NO. 1653-0038

SEVIS ID: N0007835260

SURNAME/PRIMARY NAME Amiri	GIVEN NAME Ali	Class of Admission F-1 ACADEMIC AND LANGUAGE
PREFERRED NAME Ali Amiri	PASSPORT NAME	
COUNTRY OF BIRTH IRAN	COUNTRY OF CITIZENSHIP IRAN	
DATE OF BIRTH 1 [REDACTED]	ADMISSION NUMBER	
FORM ISSUE REASON CONTINUED ATTENDANCE	LEGACY NAME Ali Amiri	

SCHOOL INFORMATION

SCHOOL NAME The University of Alabama The University of Alabama	SCHOOL ADDRESS Capstone International Services, Box 870254, Tuscaloosa, AL 35487
SCHOOL OFFICIAL TO CONTACT UPON ARRIVAL Charter Morris Director	SCHOOL CODE AND APPROVAL DATE ATL214F01174000 17 JULY 2002

PROGRAM OF STUDY

EDUCATION LEVEL DOCTORATE	MAJOR 1 Physics, General 40.0801	MAJOR 2 None 00.0000
PROGRAM ENGLISH PROFICIENCY Required	ENGLISH PROFICIENCY NOTES Student is proficient	EARLIEST ADMISSION DATE 17 JULY 2011
START OF CLASSES 16 AUGUST 2011	PROGRAM START/END DATE 16 AUGUST 2011 - 31 JULY 2018	

FINANCIALS

ESTIMATED AVERAGE COSTS FOR: 12 MONTHS		STUDENT'S FUNDING FOR: 12 MONTHS	
Tuition and Fees	\$ 26,950	Personal Funds	\$ 0
Living Expenses	\$ 19,350	Graduate Assistantship	\$ 53,194
Expenses of Dependents (1)	\$ 3,800	Funds From Another Source	\$
Other	\$ 0	On-Campus Employment	\$
TOTAL	\$ 50,100	TOTAL	\$ 53,194

REMARKS

No unusual delay. Original length of time given to complete program is not reasonable for an average student in program.

SCHOOL ATTESTATION

I certify under penalty of perjury that all information provided above was entered before I signed this form and is true and correct. I executed this form in the United States after review and evaluation in the United States by me or other officials of the school of the student's application, transcripts, or other records of courses taken and proof of financial responsibility, which were received at the school prior to the execution of this form. The school has determined that the above named student's qualifications meet all standards for admission to the school and the student will be required to pursue a full program of study as defined by 8 CFR 214.2(f)(6). I am a designated school official of the above named school and am authorized to issue this form.

<input checked="" type="checkbox"/>	DATE ISSUED	PLACE ISSUED
SIGNATURE OF: Charter Morris, Director	09 December 2016	Tuscaloosa, AL

STUDENT ATTESTATION

I have read and agreed to comply with the terms and conditions of my admission and those of any extension of stay. I certify that all information provided on this form refers specifically to me and is true and correct to the best of my knowledge. I certify that I seek to enter or remain in the United States temporarily, and solely for the purpose of pursuing a full program of study at the school named above. I also authorize the named school to release any information from my records needed by DHS pursuant to 8 CFR 214.3(g) to determine my nonimmigrant status. Parent or guardian, and student, must sign if student is under 18.

<input checked="" type="checkbox"/>	DATE
SIGNATURE OF: Ali Amiri	12/13/2016
NAME OF PARENT OR GUARDIAN	DATE
<input checked="" type="checkbox"/>	DATE
SIGNATURE	DATE
ADDRESS (city/state or province/country)	DATE

(Page 3 of 4)

FILED

2019 Apr-11 AM 10:59
U.S. DISTRICT COURT
N.D. OF ALABAMA

THE UNIVERSITY OF ALABAMA GRADUATE SCHOOL

MEMORANDUM OF APPOINTMENT FOR CONTRACTS AND/OR GRANTS

PLAINTIFFS

11

Physics and Astronomy

Sanjoy Sarker

Department Chair/Other Supervisor)

To:

Ali Amiri

Student CWID: 11342916

(Graduate Student Name)

SUBJECT: Graduate Student Appointment

This memorandum confirms your appointment as a Graduate ☐ Teaching ☒ Research ☐ Administrative ☐ Student Assistant.

GENERAL TERMS OF THE APPOINTMENT (Completed by Department)

Appointment Semesters: Fall 2016 (year)
Spring (year)
Summer (year)

Starting Date: 8/16/16 Termination Date: 12/31/16

Monthly Stipend or
Hourly Rate: \$2,083 Total Stipend: \$9,373.50

FTE: .50 No. of hours per week: 20

Tuition Award (Y/N): Y Health Insurance (Y/N): Y

Immediate Supervisor: Sanjoy Sarker

Specific Duties: Performing research on the VO2 project.

The Principal Investigator confirms that the specific duties set out above are within the scope of the assignment(s) as described in the terms and conditions of the contract and/or grant master document. No change or addition to these duties will be made without formal approval of the Principal Investigator or the Graduate School.

Principal Investigator's Signature

Date

Supervisor's Signature

Date

Department Chair's Signature

Date

CERTIFICATION (Completed by Graduate Student)

- I understand this appointment is contingent upon a receipt of acceptable results on a background report.
- Effective December 1, 2012, I agree to self-disclose to Human Resources any post-employment criminal convictions, other than minor traffic violations, that occur after that date. I agree to notify Human Resources using the Disclosure of Criminal Convictions form found on the Human Resources website at <http://hr.ua.edu/employment/Disclosure%20of%20Criminal%20Convictions%20Form.pdf>.
- If at any time after my background check has been approved by UA and I am cleared for hire, UA learns of new arrests or convictions, or any other behavior that is of concern to UA, I understand that UA can require me to re-submit to a background check as a condition of continuing employment or re-employment.

I confirm that I qualify to hold this assistantship in accordance with the criteria set out in the Graduate School Catalog, in particular that I am enrolled full time as a graduate degree student, maintain a cumulative GPA of at least 3.0 (except during the first 12 graduate semester hours of study or hourly paid appointments), and register for the minimum number of class hours commensurate with the FTE of this position^{1,2}. I understand and agree that continuation of this appointment to its scheduled termination date is dependent upon my meeting the performance standards established by this department and compliance with all policies in the Graduate Catalog and general UA employment and student policies. However, the University reserves the right to terminate a GA support package, including all parts, immediately and without prior notice if, in the judgment of the Department Chair and concurrence of the Dean, such action is warranted. I also understand that graduate assistants whose appointments are terminated before the end of the academic semester or term are only eligible for reduced tuition grants³. I understand and agree that, if I resign or am dismissed from my assistantship or the University before the end of the academic semester or term, that I will be personally responsible for the payment of any tuition and fees that are not covered by my reduced tuition grant. To the extent my appointment is extended beyond the termination date listed above, I agree that my continued appointment is subject to the same terms and conditions noted above.

¹ See Qualifications for Graduate Assistantship at <http://graduate.ua.edu/publications/dept/guide2.html>

² See Enrollment Requirements at <http://graduate.ua.edu/publications/dept/guide4.html>

³ Reduced tuition grants are computed on the following basis:

appointment ended during the 1st week	: no tuition grant
appointment ended during 2nd to 4th week	: 25% of initial grant
appointment ended from 5th week to end of the semester/term	: 50% of initial grant

Student's Signature

Date

Distribution: Graduate Assistant (1), Academic Department (1), The Graduate School (Forward the Graduate School Copy with the Personnel Action Form)

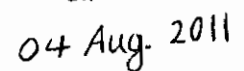
THE GRADUATE SCHOOL, 102 ROSE ADMIN BLDG, BOX 870118, TUSCALOOSA, AL 35487, TEL. 205.348.5921, FAX 205.348.0400 CSJC 09.2012

Exhibit B

Visa and Manual I-94 page 2

Passport page 3

(There is no end
date ^p for departure)



It was issued on 11/05/2015

It is valid until 10/05/2020

جمهوری اسلامی ایران
ISLAMIC REPUBLIC OF IRAN


 <p>Surname: AMIRI Given Name: ALI Father's Name: ABDOLKHOSSEIN Date & Place of Birth: ۱۳۵۷ / ۰۹ / ۲۲ [Redacted] Sex: M Date of Issue: ۱۱/۰۵/۸۰ [Redacted] Date of Expiry: ۱۱/۰۵/۹۰ [Redacted]</p>	<p>شماره ملی: _____ نام خانوادگی: امیری نام: علی نام پدر: عبدالحسین تاریخ و محل تولد: ۱۳۵۷ / ۰۹ / ۲۲ م[Redacted] شماره شناسنامه: _____ تاریخ صدور: ۱۴/۰۲/۶۱ تاریخ انقضاء: ۱۴/۰۲/۶۱</p>
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Exhibit C

Master degree from the University of Alabama¹ page 2

Comment:

Plaintiff already had a Master degree from the Shahid Beheshti University in the year 2004.²

¹ Plaintiff was entitled to get his Ph.D in August 2015. Instead, a Master degree was issued at no cost to him. Issuing a Master instead of a Ph.D was due to ownership dispute over the New Computer Technology. The only remaining part of the Ph.D program was a one hour meeting called “dissertation defense”. Based on the rules and procedures of the University of Alabama, Plaintiff was entitled to do his dissertation defense. And Plaintiff requested the dissertation defense, but it was unlawfully postponed, which was due to ownership disputes.

² Plaintiff’s Master thesis, in year 2004, was on another new type of memory device for computers. After graduation in 2004, plaintiff was teaching in a university for Science and Engineering students for several years, before coming to the United States in 2011.

The University of Alabama

has conferred upon

Ali Amiri

the degree of

Master of Science

with all the rights and privileges thereto appertaining.

In Witness Whereof, this diploma duly signed has been issued and the seal of the University affixed.

Issued by the Board of Trustees upon recommendation of the faculty at the University on this the first day of August, 2015.

President

David R. Bee



Dean

David A. Parker